

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
Case No. 3:10-cv-58

AMANDA N. LOPEZ, on behalf of herself and)	
all others similarly situated,)	
Plaintiffs,)	
v.)	ANSWER AND DEFENSES OF
CREDIT PLUS, INC.,)	DEFENDANT CREDIT PLUS, INC.
Defendant.)	
_____)	

Defendant Credit Plus, Inc. ("Credit Plus") responds as follows to Plaintiff's Class Action Complaint in the above-referenced matter:

FIRST DEFENSE

Plaintiff's Class Action Complaint fails to state a claim upon which relief can be granted, and should be dismissed pursuant to Fed. R. Civ. Pro. 12(b)(6).

SECOND DEFENSE

Credit Plus answers the individual allegations of Plaintiff's Class Action Complaint as follows:

I. Preliminary Statement

1. Denied. By way of further response, Credit Plus denies violation the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq. or any other laws.

II. Jurisdiction and Venue

2. The allegations contained in paragraph 2 are conclusions of law to which no response is required.

3. Denied.

III. Parties

4. Admitted, upon information and belief.
5. Admitted.

IV. Factual Allegations

A. Defendant's Practices Concerning the Sale of Reports on the "Deceased"

6. The allegations contained in paragraph 6 are conclusions of law to which no response is required.

7. The allegations contained in paragraph 7 are conclusions of law to which no response is required.

8. Credit Plus admits that it sells thousands of consumer reports or credit reports per year, as well as credit scores. The remaining allegations contained in paragraph 7 are conclusions of law to which no response is required.

9. The allegations contained in paragraph 9 are conclusions of law to which no response is required.

10. The allegations contained in paragraph 10 are conclusions of law to which no response is required.

11. Denied.
12. Denied.
13. Denied.
14. Denied.
15. Denied.
16. Denied.
17. Denied.
18. Denied.

19. Denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Denied.
29. Denied.
30. Admitted.
31. Admitted.
32. Denied.
33. Denied.
34. Denied.
35. Admitted.
36. Denied.
37. Admitted.
38. Denied.

B. The Experience of the Representative Plaintiff

39. Denied.

40. Credit Plus lacks sufficient information to admit or deny the allegations of paragraph 40, and to the extent an answer is required, denies such allegations.

41. Denied.

42. Denied.

43. Admitted.

44. Denied.

V. Class Action Allegations

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Denied.

VI. Causes of Action

Count One – FRCA

54. Credit Plus incorporates the foregoing answers as though the same were set forth at length herein.

55. The allegations contained in paragraph 55 are conclusions of law to which no response is required. To the extent that an answer is required, Credit Plus denies the allegations of paragraph 55.

VII. Jury Trial Demand

56. Paragraph 56 does not contain a factual allegation to which a responsive pleading is required.

VIII. Prayer for Relief

WHEREFORE, Credit Plus demands judgment in its favor dismissing Plaintiff's Class Action Complaint, with prejudice, and awarding costs and fees and other relief to the extent permitted by law, including the denial of class certification.

THIRD DEFENSE

Credit Plus has, at all material times with respect to Plaintiff, acted in good faith and complied fully with the FCRA and all other relevant laws, and Credit Plus is entitled to each and every defense stated in the FRCA and any and all limitations of liability.

FOURTH DEFENSE

Plaintiff suffered no actual damages, and any harm suffered by Plaintiff was not caused by any act or omission of Credit Plus.

FIFTH DEFENSE

Any harm suffered by Plaintiff was caused by Plaintiff's own conduct or the conduct of third parties over which Credit Plus has no control or authority.

SIXTH DEFENSE

Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. § 1681n, and by the United States Constitution.

SEVENTH DEFENSE

Plaintiff's claims for class action certification are barred by Fed. R. Civ. Pro. 23 and therefore class certification should be denied.

EIGHTH DEFENSE

Credit Plus denies each and every factual allegation in Plaintiff's Complaint not specifically admitted in this Answer.

NINTH DEFENSE

Credit Plus reserves the right to add additional defenses of which it learns through the course of discovery.

WHEREFORE, Credit Plus demands judgment in its favor dismissing Plaintiff's Class Action Complaint, with prejudice, and awarding costs and fees and other relief to the extent permitted by law, including the denial of class certification.

Dated: March 10, 2010

MCNAIR LAW FIRM, P.A.

By: /s/ Jeremy A. Stephenson
Jeremy A. Stephenson, (NC Bar # 34623)
jstephenson@mcnair.net
301 South Tryon, Suite 1615
Charlotte, North Carolina 28282
(704) 347-1170
Attorney for Defendant

I hereby certify that I electronically filed the foregoing **ANSWER AND DEFENSES OF DEFENDANT CREDIT PLUS, INC.** with the Clerk of the Court using the CM/ECF system which will send electronic notification of such filing to the following:

Leonard A. Bennett
Consumer Litigation Associates, P.C.
12515 Warwick Blvd., Ste. 100
Newport News, VA 23606

Dated: March 10, 2010

MCNAIR LAW FIRM, P.A.

By: /s/ Jeremy A. Stephenson
Jeremy A. Stephenson, (34623)
jstephenson@mcnair.net
301 South Tryon, Suite 1615
Charlotte, North Carolina 28282
(704) 347-1170
Attorney for Defendant